

CAROLE JONES
CHIEF
PURCHASING AGENT

COUNTY OF HENRY, VIRGINIA
PURCHASING DEPARTMENT
COLLINSVILLE, VIRGINIA 24078
<http://www.henrycountyva.gov/>

INVITATION
FOR BIDS
#15-09173-2967

AUGUST 11, 2015

SEALED BIDS, SUBJECT TO THE SPECIFICATIONS AND CONDITIONS CONTAINED HEREIN AND ATTACHED HERETO, WILL BE RECEIVED AT THE ABOVE OFFICE UNTIL, BUT NOT LATER THAN, **3:00 P.M.**, LOCAL PREVAILING TIME, **SEPTEMBER 17, 2015**, AND THEN PUBLICLY OPENED AND READ IN ROOM 210 (BID ROOM) OF THE SAME OFFICE, **FOR HENRY COUNTY ADMINISTRATION BUILDING PARKING LOT PAVEMENT REPLACEMENT - PHASE I.**

IF UNABLE TO BID, PLEASE SIGN AND RETURN THIS FORM, ADVISING REASON FOR NOT SUBMITTING A BID. OTHERWISE, YOUR NAME SHALL BE REMOVED FROM OUR BIDDERS LIST AFTER THREE (3) NON-RESPONSES.

BIDDERS SHALL COMPLETE THIS FORM WITHOUT DETACHING FROM REST OF BID AND RETURN BID IN ITS ENTIRETY. BIDDERS MUST SIGN COLLUSION STATEMENT OR BID MAY BE REJECTED.

ANY BID RECEIVED AFTER THE ANNOUNCED TIME AND DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

NOTHING HEREIN IS INTENDED TO EXCLUDE ANY RESPONSIBLE FIRM OR IN ANY WAY RESTRAIN OR RESTRICT COMPETITION. ON THE CONTRARY, ALL RESPONSIBLE FIRMS, LOCAL, FAITH-BASED, MINORITY-OWNED AND FEMALE-OWNED ARE ENCOURAGED TO SUBMIT A BID. THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, TO WAIVE INFORMALITIES, AND ALSO, TO PLACE THE ORDER WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER WHERE IT APPEARS IT WILL BE TO THE BEST INTEREST OF THE COUNTY.

ALL QUOTED PRICES SHALL REMAIN FIRM FOR A PERIOD OF SIXTY (60) DAYS FROM DATE OF BID OPENING. UNIT PRICE/VENDOR WORK WRITE-UP SHALL PREVAIL IN CASE OF VENDOR ERROR. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TIM PACE AT 276-634-2559.

RETURN BIDS TO CAROLE JONES, CHIEF PURCHASING AGENT, HENRY COUNTY ADMINISTRATION BUILDING; PO BOX 7 (for postal) or 3300 KINGS MOUNTAIN RD (for Ups or FedEx): COLLINSVILLE, VIRGINIA 24078-0007.

EACH BIDDER SHALL SUBMIT HIS BID IN A SEALED ENVELOPE AND MARK OUTSIDE OF ENVELOPE WITH COMPANY NAME, SUBJECT, BID #15-09173-2967 AND CLOSING DATE OF BID. THE COUNTY SHALL NOT ACCEPT ANY MONETARY MODIFICATIONS TO THE BID, WHICH ARE WRITTEN ON THE OUTSIDE OF BID ENVELOPE. FACSIMILE AND/OR ELECTRONIC BIDS/PROPOSALS WILL NOT BE ACCEPTED.

WITHDRAWAL OF BID DUE TO ERROR.

A BIDDER FOR A PUBLIC CONSTRUCTION CONTRACT, OTHER THAN A CONTRACT FOR CONSTRUCTION OR MAINTENANCE OF PUBLIC HIGHWAYS, MAY WITHDRAW HIS BID FROM CONSIDERATION IF THE BID PRICE WAS SUBSTANTIALLY LOWER THAN THE OTHER BIDS DUE SOLELY TO A MISTAKE THEREIN, PROVIDED THE BID WAS SUBMITTED IN GOOD FAITH, AND THE MISTAKE WAS A CLERICAL MISTAKE AS OPPOSED TO A JUDGMENT MISTAKE, AND WAS ACTUALLY DUE TO AN UNINTENTIONAL ARITHMETIC ERROR OR UNINTENTIONAL OMISSION OF A QUANTITY OF WORK, LABOR OR MATERIAL MADE DIRECTLY IN THE COMPILATION OF A BID, WHICH UNINTENTIONAL ARITHMETIC ERROR OR UNINTENTIONAL OMISSION CAN BE CLEARLY SHOWN BY OBJECTIVE EVIDENCE DRAWN FROM INSPECTION OF ORIGINAL WORK PAPERS, DOCUMENTS AND MATERIALS USED IN THE PREPARATION OF THE BID SOUGHT TO BE WITHDRAWN. THE BIDDER SHALL GIVE NOTICE IN WRITING OF HIS CLAIM OF RIGHT TO WITHDRAW HIS BID WITHIN TWO (2) BUSINESS DAYS AFTER THE CONCLUSION OF THE BID OPENING PROCEDURE, AND SHALL SUBMIT ORIGINAL WORK PAPERS WITH SUCH NOTICE.

IN COMPLIANCE WITH INVITATION FOR **BIDS #15-09173-2967**, AND SUBJECT TO ALL CONDITIONS THEREOF, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ANY OR ALL OF THE ITEMS UPON WHICH PRICES ARE QUOTED, AT THE PRICE QUOTED FOR EACH ITEM AND DELIVERED AS SPECIFIED.

MY SIGNATURE CERTIFIES THAT THE ACCOMPANYING BID IS NOT THE RESULT OF OR AFFECTED BY, ANY ACT OF COLLUSION WITH ANOTHER PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY ACT OF FRAUD PUNISHABLE UNDER TITLE 18.2, CHAPTER 12, ARTICLE 1.1 of THE CODE OF VIRGINIA, 1950, AS AMENDED. FURTHERMORE, I UNDERSTAND THAT FRAUDULENT AND COLLUSIVE BIDDING IS A CRIME UNDER THE VIRGINIA GOVERNMENTAL FRAUDS ACT, THE VIRGINIA GOVERNMENT BID RIGGING ACT, THE VIRGINIA ANTITRUST ACT AND FEDERAL LAW AND CAN RESULT IN FINES, PRISON SENTENCES AND CIVIL DAMAGE AWARDS.

I AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

NAME OF BIDDER _____

ADDRESS _____

SIGNATURE _____

NAME (TYPE OR PRINT) _____

OFFICIAL TITLE _____

DATE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

**IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID
COUNTY OF HENRY, VIRGINIA PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

1. SUBMISSION AND RECEIPT OF BIDS:

- (a) BIDS, TO RECEIVE CONSIDERATION, MUST BE RECEIVED PRIOR TO THE SPECIFIED TIME AND DATE OF OPENING AS DESIGNATED IN THE INVITATION.
- (b) UNLESS OTHERWISE SPECIFIED, BIDDERS MUST USE THE BID FORM FURNISHED BY THE COUNTY. FAILURE TO DO SO MAY CAUSE BID TO BE REJECTED. REMOVAL OF ANY PART OF THE BID FORM MAY INVALIDATE THE BID.
- (c) ALL BIDS SHALL BE EITHER TYPEWRITTEN OR FILLED IN WITH INK IN ORDER TO BE CONSIDERED. ALSO, ALL BIDS MUST BE SIGNED IN INK IN ORDER TO BE CONSIDERED. BIDS FILLED IN WITH PENCIL WILL BE REJECTED.
- (d) BIDS CONCERNING SEPARATE BID INVITATIONS, MUST NOT BE COMBINED ON THE SAME FORM OR PLACED IN THE SAME ENVELOPE. BIDS SUBMITTED IN VIOLATION OF THIS PROVISION MAY NOT BE CONSIDERED.

2. DELIVERY POINT:

ALL ITEMS SHALL BE DELIVERED F.O.B. DESTINATION, AND DELIVERY COSTS AND CHARGES INCLUDED IN THE BID PRICE.

3. BRAND NAMES:

IF AND WHEREVER IN THE SPECIFICATIONS A BRAND NAME, MAKE, NAME OF ANY MANUFACTURER, TRADE NAME, OR VENDOR CATALOG NUMBER IS MENTIONED, IT IS FOR THE SOLE PURPOSE OF ESTABLISHING A GRADE OR QUALITY AND CHARACTERISTICS OF GOODS THAT WILL BE ACCEPTED. SINCE THE COUNTY DOES NOT WISH TO RULE OUT OTHER COMPETITION AND EQUAL BRANDS OR MAKES, THE PHRASE OR APPROVED EQUAL IS ADDED.

4. QUALITY:

ALL MATERIALS USED FOR THE MANUFACTURE OR CONSTRUCTION OF ANY SUPPLIES, MATERIALS, OR EQUIPMENT COVERED BY THIS BID SHALL BE NEW. THE ITEMS BID MUST BE NEW, THE LATEST MODEL, THE BEST QUALITY, AND THE HIGHEST GRADE WORKMANSHIP.

5. § 2.2-4311: EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED; REQUIRED CONTRACT PROVISIONS. SEE VA CODE FOR DETAIL INFORMATION.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

6. BASIS FOR REJECTIONS AND AWARD:

THE COUNTY OF HENRY RESERVES THE RIGHT TO ACCEPT OR REJECT ALL BIDS OR PARTS OF BIDS, TO WAIVE INFORMALITIES AND TECHNICALITIES, AND TO REQUEST REBIDS. THE COUNTY ALSO RESERVES THE RIGHT TO AWARD THE CONTRACT ON SUCH MATERIAL THE COUNTY DEEMS WILL BEST SERVE ITS INTEREST. THE AWARD WILL BE MADE AND POSTED BY THE COUNTY TO THE LOWEST RESPONSIBLE BIDDER WITH THE LOWEST RESPONSIVE BID WHICH IS IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THE BID AND IS IN CONFORMANCE WITH THE CODE OF THE COUNTY OF HENRY AND THE CODE OF VIRGINIA.

7. INTERPRETATION OF BID AND ADDENDUM:

IF ANY PARTY CONTEMPLATING THE SUBMISSION OF A BID ON THIS INVITATION IS IN DOUBT AS THE TRUE MEANING OF ANY PART OF THE BID, HE SHOULD CONTACT **TIM PACE AT 276-634-2559.** ANY RESULTING CHANGE TO THE BID INVITATION DOCUMENT WILL BE MADE ONLY BY WRITTEN ADDENDUM DULY ISSUED TO EACH PARTY RECEIVING A BID INVITATION. THE COUNTY WILL NOT BE RESPONSIBLE FOR ANY CHANGES EXCEPT AS NOTED THROUGH A WRITTEN ADDENDUM OR SO STATED BY CHIEF PURCHASING AGENT FOR HENRY COUNTY. ALL ADDENDUMS MUST BE SIGNED AND RETURNED WITH YOUR BID AND ANY ADDENDUM THAT AFFECTS PRICE, QUALITY, QUANTITY OR DELIVERY SCHEDULE, THAT IS NOT RETURNED, WILL BE REJECTED.

8. RIGHT TO NEGOTIATION:

IF A BID FROM THE LOWEST RESPONSIBLE BIDDER EXCEEDS THE FUNDS AVAILABLE FOR SERVICES AND/OR MATERIALS REQUESTED, THE COUNTY OF HENRY RESERVES THE RIGHT TO NEGOTIATE. SUCH NEGOTIATIONS WITH THE LOWEST RESPONSIBLE BIDDER MAY INVOLVE DISCUSSION OF REDUCTION OF QUALITY, QUANTITY OR OTHER COST SAVING MECHANISMS.

9. REGISTERED SEX OFFENDER:

THE CONTRACTOR SHALL NOT SEND ANY EMPLOYEE OR AGENT WHO IS A REGISTERED SEX OFFENDER TO ANY SCHOOL BUILDING OR SCHOOL PROPERTY. QUARTERLY, THE CONTRACTOR SHALL CHECK THE REGISTRY TO DETERMINE IF THE EMPLOYEE IS REGISTERED.

10. PIGGY BACK CLAUSE: ACCORDING TO THE STATE OF VA PUBLIC PROCUREMENT ACT ANY OTHER STATE, LOCAL OR GOVERNMENT AGENCY MAY USE THIS BID AS A BASIS FOR PROCURING SUCH ITEMS.

11. ADDITIONAL PRODUCTS/SERVICES: THE COUNTY/PSA RESERVES THE RIGHT TO BUY/HIRE FOR ADDITIONAL PRODUCTS/SERVICES OF SIMILARITY FROM AWARDED VENDOR OF THIS CONTRACT WITHOUT GOING THROUGH THE BIDDING PROCESS FOR ONE (1) CALENDAR YEAR FROM THE DATE OF THE NOTICE OF AWARD FROM THIS CONTRACT, UNLESS STATED OTHERWISE WITHIN THIS BID.

12. BONDS:

BID BOND- (BID GUARANTEE)

THIS PROJECT SHALL REQUIRE A BID GUARANTEE.

****NOTE****

WHEN SUBMITTING A BID GUARANTEE TO THE COUNTY/PSA, VENDOR SHALL DO SO BY SUBMITTING A BOND FROM A SURETY COMPANY OR A CASHIERS/CERTIFIED CHECK. BOTH TYPES OF BID GUARANTEES SHALL BE WORTH 5% OF THE VENDORS OVERALL BID.

13. LIQUIDATED DAMAGES:

SHALL APPLY TO THIS BID. (SEE IN BID SPECIFICATIONS)

14. ILLEGAL ALIENS:

VENDOR PROMISES THEY WILL NOT HIRE ILLEGAL ALIENS. BY SIGNING THIS BID DOCUMENT THE VENDOR CONFIRMS THIS PROMISE.

15. PERMITS/LICENSES:

VENDORS SHALL BE RESPONSIBLE FOR ACQUIRING ALL THE PROPER PERMITS/LICENSES REQUIRED BY LOCAL AND STATE AUTHORITIES IN CONJUNCTION WITH THIS BID. BID PRICES SHALL INCLUDE THESE FEES AND NO ADDITIONAL COST ARE TO BE ADDED TO THE COUNTY/PSA. BIDDER'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF TITLE 54, CHAPTER 11, OF THE CODE OF VIRGINIA PERTAINING TO REGISTRATION OF CONTRACTORS.

THE 2007 SESSION OF THE VIRGINIA GENERAL ASSEMBLY, PASSED THE HB 1707/SB 1346 BILL, EFFECTIVE ON JULY 1, 2007. HENRY COUNTY IS REQUIRING ALL VENDORS TO ABIDE BY THE FOLLOWING NEW LEGISLATION.

HB 1707/SB 1346

PROVIDES THAT AS A CONDITION OF AWARDED A CONTRACT FOR THE PROVISION OF SERVICES THAT REQUIRE THE CONTRACTOR OR HIS EMPLOYEES TO HAVE DIRECT CONTACT WITH STUDENTS ON SCHOOL PROPERTY DURING REGULAR SCHOOL HOURS, THE SCHOOL BOARD MUST REQUIRE THE CONTRACTOR TO PROVIDE CERTIFICATION THAT ALL EMPLOYEES WHO WILL HAVE DIRECT CONTACT WITH STUDENTS HAVE NOT BEEN CONVICTED OF A FELONY OR ANY OFFENSE INVOLVING THE SEXUAL MOLESTATION OR PHYSICAL OR SEXUAL ABUSE OR RAPE OF A CHILD. THE BILL ALSO PROVIDES THAT THE REQUIREMENT BE WAIVED IN EMERGENCY SITUATIONS WHEN IT IS REASONABLY ANTICIPATED THAT THE CONTRACTOR OR HIS EMPLOYEES WILL HAVE NO DIRECT CONTACT WITH STUDENTS.

PLEASE INDICATE APPROPRIATE BOX BELOW.

_____ I AGREE TO ABIDE BY THIS LEGISLATION HB 1707/SB 1346.

_____ THIS LEGISLATION DOES NOT APPLY TO THIS SOLICITATION.

THE AWARDED VENDOR MAY BE REQUIRED TO PROVIDE ADDITIONAL PAPERWORK BUT ONLY A SIGNATURE IS NECESSARY AT THIS TIME.

AUTHORIZED VENDOR SIGNATURE

DATE

COMPANY NAME

PRINTED NAME AND TITLE

Subcontractor Information

Must fill form out completely even if no subcontractors are being used.

You must check appropriate box below and list any subcontractors that will be used for this **BID# 15-09173-2967 for HENRY COUNTY ADMINISTRATION BUILDING PARKING LOT PAVEMENT REPLACEMENT - PHASE I.**

_____ I will be using subcontractors. (See list below)

_____ I may or may not be using subcontractors. Not sure at this time. If you are the awarded vendor, you are responsible for contacting Commissioner of Revenue's Office at (276-634-4691) with subcontractor information. Payment of invoices is contingent upon receiving required information.

_____ I will not be using subcontractors.

1.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

2.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

3.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

4.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

5.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

6.) Subcontractors Company Name _____

Contact Person _____ Telephone # _____

Bidders Company Name _____

Bidders Authorized Signature _____ **Date:** _____

Bidders Telephone # _____ **Federal ID #** _____

***Note- Add a separate sheet if you need additional space for subcontractors**

TECHNICAL SPECIFICATIONS

BID NO. 15-09173-2967

**HENRY COUNTY ADMINISTRATION BUILDING
PARKING LOT PAVEMENT REPLACEMENT - PHASE I**

COUNTY OF HENRY
COLLINSVILLE, VIRGINIA

August 11, 2015

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
0.00	INSTRUCTIONS TO BIDDERS	10
1.00	GENERAL REQUIREMENTS	12
2.00	PAVEMENT OF PARKING LOTS AND SERVICE ROADS	17
3.00	SCOPE OF WORK	18
4.00	MATERIALS	18
5.00	CONSTRUCTION	19
6.00	PAYMENT REQUESTS	20
7.00	CONSTRUCTION CONDITIONS AND SEQUENCE	23
8.00	PAVEMENT MARKING	24
	BID FORM	26

INSTRUCTIONS TO BIDDERS

1. All persons submitting bids on this project are encouraged to visit the project site and become familiar with project requirements and existing conditions before submitting bids. Access to the facility for inspection is available by calling Tim Pace, P.E. at 276-634-2559 or, Kevin Hughes at 276-732-3188 to arrange a visit.

2. PROJECT SCOPE

- a. Removal and disposal of existing asphalt by milling, repair areas, install new asphalt and other related items at the Henry County Administration Building according to plans and specifications. Work includes, but is not limited to, the installation of asphalt paving as indicated on project plans for entrance and parking areas.

3. PROJECT SCHEDULE AND SEQUENCE

Pending bid results, project is scheduled to be awarded, to the lowest responsive bidder, at the September 29, 2015 Board of Supervisor meeting. Pre-construction meeting and issuance of Notice to Proceed will follow award within five (5) business days.

A total project time limit of **60 calendar days** has been allowed from the notice to proceed to final completion.

The facility is to remain open to traffic at all times during construction. All work shall be coordinated by the owner's on-site representative.

4. CONTRACTORS REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means,

methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

5. BID GUARANTEE

Submit with the proposal, in the form of a bid bond or certified check, a bid guarantee made payable to the Owner of not less than five (5) percent of the amount of the proposal. The guarantee shall be submitted in accordance with the following understanding.

That the proposal may not be withdrawn for a period of thirty (30) days after the scheduled closing time for the receipt of bids; that if his bid is accepted, the Bidder will enter into a formal contract with the Owner and furnish the required Performance Bond; in the event of the failure to enter into said Contract and give said bond within the time specified, the Contractor shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of default of the Bidder in any particular thereof; that the bid guarantee will be returned to the successful Bidder when he completes the formal contract and furnishes the required Bond and to unsuccessful Bidders within thirty (30) days after the scheduled closing time for the receipt of bids, within five (5) days after the award of the contract to others, whichever occurs first.

HENRY COUNTY ADMINISTRATION BUILDING
PARKING LOT PAVEMENT REPLACEMENT-PHASE I

1.01 DEFINITIONS

PROJECT

OWNER

CONTRACTOR

1.02 BONDS

Owner reserves the right to accept a cash bond or other surety in lieu of Performance and Labor and Materials Payment Bonds as deemed acceptable by the County of Henry.

1.03 INSURANCE

Contractor shall maintain insurance in the following minimum amounts:

- | | | |
|----|---|-------------|
| a. | Workmen's Compensation and Statutory
Employer's Liability Insurance Requirements | |
| b. | Public Liability Limits
Each Occurrence | \$1,000,000 |

	Aggregate	\$1,000,000
c.	Property Damage Limits	
	Each Occurrence	\$ 100,000
	Aggregate	\$ 200,000
d.	Auto Public Liability Limits	
	Each Person	\$ 500,000
	Each Accident	\$1,000,000
	Property Damage	\$ 100,000

The Contractor will carry Fire Insurance with Extended Coverage and Vandalism Insurance. This insurance shall cover the full amount of the contract.

This insurance shall be issued jointly in the name of the Contractor and the Owner. A copy of the certificate of insurance shall be provided to the Owner.

Before proceeding with work, the Contractor shall procure and pay for any policies required under the terms of this contract and furnish certificates of insurance to the Owner.

The contractor shall either require each of his sub-contractors to maintain the same types and amounts of insurance as listed above or insure the activities of all sub-contractors in his own policy. The contractor shall also provide a written statement from the insurer that "claims made" type liability coverage is included in the comprehensive general liability.

1.04 COMPLETION SCHEDULE

Time allowed for the completion of this project is 60 calendar days from the issuance of the notice to proceed.

1.05 ADDENDUMS/CHANGE ORDERS

Discrepancies or omissions in contract documents shall be clarified by County of Henry Engineering Department. Clarification shall be issued in the form of a written addendum to the specifications. Oral instructions shall not substitute for the addendum.

In instances where discrepancies or omissions result in additional cost, the contractor shall apply to the owner in writing for a change order. Contractor shall obtain written authorization from the owner before proceeding with any work requiring payment above that of the original contract. Failure to obtain written authorization shall result in nonpayment for unauthorized work.

1.06 QUALITY

Contractor shall furnish all necessary equipment, labor and materials for completion of work specified herein. All workmanship shall be of the highest

quality in conformance with industry standards, mandated building codes or these specifications, whichever is most stringent.

All work and equipment shall meet applicable requirements of the following technical societies, institutions, associations or governmental authorities:

- VDOT - Virginia Department of Transportation; Road and Bridge Specifications Current Edition
- FS - Federal Specifications
- UL - Underwriters Laboratories, Inc.
- AASHTO - American Association of State Highways and Transportation Officials
- ANSI - American National Standards Inst.
- ASTM - American Society for Testing & Materials
- USBC - Uniform Statewide Building Code

1.07 SITE INVESTIGATION

As a requirement before submitting bid, contractor shall satisfy himself as to the nature of existing conditions. All information provided in these specifications shall be confirmed by contractor prior to bid. Contractor's failure to examine the site and include all work in bid shall result in denial of claims for extra monies after submission of bids.

1.08 LICENSES AND PERMITS

Contractor shall obtain and pay for all licenses and permits as required by law in order to perform the work.

Contractor shall possess a current Henry County Business Licenses.

Contractor shall be responsible for determining location of underground utilities, gas lines, electrical, telephone and water lines, etc. damage to any underground utilities shall be repaired at contractor's expense with no expense to owner.

1.09 SAFETY PRECAUTIONS

Contractor shall provide protective barriers, signs, etc., to assure public safety and meet governmental requirements. All work shall be performed in strict accordance with OSHA requirements.

1.10 MAINTENANCE AND PROTECTION OF BUILDING AND GROUNDS

Contractor shall take necessary precautions to protect facilities during construction. Contractor shall assure that all work areas, etc. are kept clean and functional during and upon completion of work. Contractor shall take necessary precautions to protect building and grounds from damage resulting from work.

Contractor shall be responsible for restoring building and grounds to previous equivalent condition in the event of damage.

Contractor shall take the necessary precautions to minimize any disruptions to the building occupants.

Contractor shall coordinate with owner's representative to establish sequence of construction.

Contractor shall remove any debris from owner's premises on a daily basis. Contractor shall take special care to remove any fallen wire clips, nails, etc, from grounds.

Contractor shall secure all equipment and materials on a daily basis. Materials shall be stored and covered in a manner to prevent exposure to moisture or wind damage.

Contractor shall secure his equipment with chains and padlocks or remove such devices from owner's premises on a daily basis.

1.11 TEMPORARY FACILITIES

Contractor shall provide temporary facilities such as portable toilet if needed and clean up facilities. Use of building interior facilities is strictly prohibited.

1.12 INSPECTION

County of Henry reserves the right to furnish an inspector to be on job site at all times. Inspector shall assure conformance of materials, workmanship, etc. to specifications. Inspector shall have authority to stop work on project if nonconformance to specifications is discovered. Inspector shall not have authority to authorize additional work not included in specifications. Written authorization must be obtained by contractor from County of Henry Engineering before proceeding with any additional work. Failure to obtain written authorization shall result in nonpayment for additional work.

1.13 SCHEDULE OF VALUES

Contractor shall be paid in accordance with the schedule of values on the bid form.

1.14 REQUEST FOR PAYMENT

Contractor shall submit invoices for payment to:

County of Henry
Engineering
P. O. BOX 7
COLLINSVILLE, VIRGINIA 24078-0007

Applications for payment shall be submitted on a monthly basis.

1.15 **WARRANTY**

Contractor shall furnish one year warranty on materials and workmanship upon conclusion of project at no cost to owner. Contractor shall arrange for inspection of project by owner's representative and shall perform all corrective actions necessary at no cost to owner. Warranty period shall be for one year from date of substantial completion.

Material warranties shall carry the manufacturer's effective dates beyond one year.

1.16 **SHOP DRAWINGS**

Contractor shall submit shop drawings providing details for all work, installation, etc. Drawings shall be submitted to owner for approval prior to start of work.

1.17 **SUBMITTALS**

Contractor shall submit two copies of all manufacturers' specifications, installation instructions and general recommendations to owner prior to start of work for all applicable materials.

1.18 **LIQUIDATED DAMAGES**

The County of Henry is authorized to deduct and retain out any monies that may be due or become due to the contractor under this contract, at the rate of five hundred dollars (\$500.00) per day, not as a penalty but as liquidated damages for each and every day that the work is not completed beyond the time stipulated in the specifications, provided that due account shall be taken of any authorized adjustment of the completion schedule.

1.19 **GRADES, LINES & LEVELS**

All grades, lines, levels and bench marks shall be established and maintained by the contractor effective until final completion of the project.

The contractor shall verify all grades, lines, levels, and dimensions presented in the specifications and shall report any errors or inconsistencies.

1.20 **MIX DESIGN**

Contractor shall submit approved mix design for all bituminous concrete work to owner for review prior to construction.

1.21 CONTRACTOR QUALIFICATIONS

Contractor shall submit a statement of firm's qualifications with bid to include a list of projects, similar in size and scope to the Work of this Project, which have been successfully completed by the Contractor (or by a subcontractor engaged to perform the work). Provide representative projects not less than two years old preceding the commencement of the work. Include names and telephone numbers of reference for verification of completion and quality of work.

1.22 PRE-BID CONFERENCE

A pre-bid conference will not be scheduled for this project.

2.00 PAVING OF PARKING LOTS AND SERVICE ROADS

2.01 INTENT

It is the intent of this project to secure a contractor to pave parking areas and service roads as designated on the attached drawings for the Henry County Administration Building Parking Lot.

2.02 NOTICE TO PROCEED

The contractor agrees that the work under this contract will commence not later than fifteen (15) consecutive calendar days after receipt of written notice to proceed by the owner.

2.03 PROTECTION OF STRUCTURES

Care must be taken to protect any structure from damage and all surfaces must be kept clean from unsightly applications of the tack coat in preparation for the application of the bituminous concrete. Damaged or bituminous concrete covered structures will be repaired or replaced as directed by the owner or his representative.

2.04 TRAFFIC CONTROL

During construction, the maintenance, control and protection of traffic shall conform to the VDOT Virginia Work Area Protection Manual. All signs and traffic control devices shall be provided by the contractor. Payment for the traffic controls will be included in lump sum bid price.

2.05 WORKING HOURS

Work at the job site shall be performed during the hours of 6 a.m. to 6 p.m., Monday thru Friday. Extended hours beyond 6 p.m. and on week-ends may be available to the contractor upon advance approval by the project engineer. If work is performed at night, the contractor shall provide adequate lighting to enable the workmen and public to see their work areas clearly. Lighting for night work shall be provided by the contractor at no additional cost to the owner.

3.00 SCOPE OF WORK

- 3.01 The contractor agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the requirements of the specifications.
- 3.02 The estimate of quantities of work to be performed and materials to be furnished under these specifications as shown in the Bid Specifications are approximate and are given only as a basis of calculation upon which to determine your bid. The contractor shall be responsible to visit the job-site and verify any and all quantities and measurements. The County of Henry does not assume any responsibility that the quantities and measurements shall hold strictly in the construction of the project, nor shall the contractor plead misunderstanding or deception because of such estimate of quantities or of the character of the work or location or other conditions pertaining thereto.

4.00 MATERIALS

Contractor shall compact sub-grade using a ten ton rubber-tired roller. Sub-grade shall be compacted to 95% theoretical density at optimum moisture content \pm 20%. Maximum of 12" loose layer lifts where mechanically compacted and maximum of 4" loose layer lifts where hand compacted.

Contractor shall install, where applicable in existing stone areas, a base consisting of No. 21-B aggregate. Base shall be compacted using a twenty ton smooth drum roller. Base shall extend 6" beyond surface edge. Finish grade to be free of surface irregularities or voids. All grading shall be installed for positive drainage.

Contractor shall remove all vegetation in and treat areas with an appropriate herbicide. Organic matter cannot be used as fill.

Contractor shall install a tack coat of Grade CRS-1 or equivalent liquid bituminous material applied at a rate of 0.05 gal./sq. yd. over concrete structures (i. e. manhole, curb inlet, drop inlet, etc.) existing asphalt.

Contractor shall remove and undercut a minimum of 24" existing asphalt/stone unsuitable material in designated "Repair Areas" and replace/ shape/compact with 21B aggregate as shown on plans.

Contractor shall match profile of existing concrete curb and gutter in areas that are shown on plans to be removed and replaced.

Contractor shall install a 2" compacted SM-9.5 bituminous material over all areas as shown on plans.

All liquid bituminous material shall be applied in a uniform continuous spread using a pressure distributor. Liquid bituminous material shall not be allowed to set up prior to application of cover material.

Care shall be taken not to splatter bituminous material onto adjacent structures and trees. Contractor shall remove all splattered bituminous material. The distributor may not be cleaned on owner's premises.

Contractor shall tie pavement into all entrance ways. Pavement shall be installed uniformly throughout to provide an even surface. All disturbed areas must be re-seeded with 2 tons of lime, 1000 lbs of 10-10-10 fertilizer, 100 lbs Kentucky Fescue and 1 ton of wheat straw per acre. Erosion netting shall be used as needed.

5.00 CONSTRUCTION

5.01 The work under this contract shall be performed in accordance to the VDOT "Road and Bridge Specifications" (current edition), these specifications and drawings and to the complete satisfaction of the project engineer.

5.02 ALIGNMENT STRING

The contractor shall place a string line along the edge of all areas not having a curb or where the curb is insufficient for alignment, and along transverse joints to provide straight alignment for the edge of pavements. Payment for alignment string will be included in lump-sum bid price.

5.03 CLEANING

All areas to be paved shall be thoroughly cleaned of all loose materials prior to the application of new materials.

5.04 PATCHING

No patching required under this contract.

5.05 FIELD DENSITY/COMPACTION

Field density and compaction shall be according to the following provisions and other applicable sections of the Standard Specifications:

Immediately after the bituminous mixture has been spread, struck off and surface irregularities corrected, it shall be thoroughly and uniformly sealed and compacted by rolling. Rolling shall be a continuous process insofar as practicable, and all parts of the pavement shall receive uniform compaction efforts when the mixture is in proper condition and rolling does not cause undue displacement, cracking or shoving.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction while the mixture is in a workable condition. The sequence

of rolling and the selection of roller types shall be approved by the project engineer and shall provide the specified pavement density.

Unless otherwise directed, rolling shall begin at the sides and proceed longitudinally parallel to the center of the pavement, each trip overlapping at least ½ the roller width, gradually progressing to the crown of the pavement. When abutting a previously placed lane, the longitudinal joint shall be rolled first, followed by the regular rolling procedure.

Rollers shall move at a slow, but uniform speed with the drive drum or wheels nearest the paver. Rolling shall continue until all roller marks are eliminated and the required density is obtained. Where density requirements are waived, the course shall receive at least three (3) passes of the breakdown roller in addition to finish rolling, unless a lower number of passes is approved in advance by the Project engineer.

Any displacements occurring as a result of reversing the direction of a roller, or from other causes, shall be corrected at once by the use of rakes or lutes and additional fresh mixture when required. Care shall be exercised in rolling so as not to displace the line and grade of the edges of the bituminous mixture.

To prevent adhesion of the mixture to the rollers, wheels shall be kept properly moistened with pure water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.

Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons or with mechanical tampers. On depressed areas, a trench roller may be used, or cleated compression strips may be used under the roller to transmit compression to the depressed area.

The edges of all bituminous pavement surfaces shall be true curves or tangents and any irregularities shall be corrected. The surface of the compacted course shall be protected until the material has cooled sufficiently to carry normal traffic without marring.

6.0 PAYMENT REQUESTS

6.1 General: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.

6.1.1 Payment Application Forms: Contractor shall submit an approval copy of their standard payment application form. Modifications shall be made to incorporate owner's requirements if deemed necessary by the owner.

- 6.1.2 Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

- Listing of subcontractors and principal suppliers and fabricators.
- Progress schedule (preliminary if not final).
- Schedule of principal products.

- 6.2 Application at Time of Substantial Completion: Following issuance of final "certificate of substantial completion", a "special" payment application may be prepared and submitted by Contractor reducing the retainage to 5% of the contract amount. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized as follows, but not necessarily by way of limitation:

- Warranties (guarantees), maintenance agreements and similar provisions of contract documents.

- Final cleaning of the work.

- Advise to Owner on coordination of shifting insurance coverages, including proof of extended coverages as required.

- Listing of Contractor's incomplete work, recognized as exceptions to certificate of substantial completion.

- 6.3 Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:

- Completion of project closeout requirements.

- Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).

- Transmittal of required project construction records to Owner.

- Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.

- Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

- Consent of surety for final payment.

- 6.4 Application Transmittal: Submit 3 executed copies of each payment application, one copy of which is completed with waivers of lien and similar attachments.

7.0 CONSTRUCTION CONDITIONS AND SEQUENCE

- 7.1 COOPERATION WITH OWNER: The contractor shall cooperate with the Owner in all reasonable ways and shall organize his work to keep interference with the Owner's operations to a minimum.
- 7.2 CONSTRUCTION CONDITIONS: The contractor shall construct the project under the following conditions:
- 7.2.1 All work shall be coordinated with the Henry County Maintenance Department. Contact Kevin Hughes at (276)732-3188.
- 7.2.2 At the contractor's discretion, he will be permitted to work Saturdays and Sundays.
- 7.3 CONTRACTOR USE OF PREMISES:
- 7.3.1 General: The Contractor shall limit his use of the premises, so as to allow the Owner occupancy and use by the public.
- a. Use of the Site: Confine operations at the site to the areas permitted under the contract. Conform to site rules and regulations affecting the work while engaged in project construction.
 - b. Keep driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
 - c. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to areas provided by the Owner.
- 7.3.2 Contractor Use of the Existing Building: Maintain the existing building in a safe and weather tight condition throughout the construction period. Repair damaged caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
- a. Open fires will not be permitted on the premises. Smoking by the workers will only be permitted in designated areas.
 - b. Use of existing toilets within the building, by the contractor and his personnel will not be permitted.
- 7.4 OWNER OCCUPANCY: The Owner may occupy the building during the construction process.

8.00 PAVEMENT MARKING

PART 8.1 - GENERAL

8.1.1 DESCRIPTION

- A. Work Included: Provide pavement marking in the arrangement shown on the Plans, as specified herein, and as needed for a complete and proper installation. The contractor shall verify all existing pavement markings prior to construction. All pavement markings shall be established per the existing layout, width, and color unless otherwise noted on the plan. Marking of the pavement shall be done in compliance with all applicable local codes and ADA requirements. This work will include parking stall lines, stop bars, lettering, directional arrows, accessible parking symbols; or other existing markings that are in the area designated.

8.1.2 QUALITY ASSURANCE

- A. General: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

8.1.3 SUBMITTALS

- A. General: Within 30 calendar days after receipt of the OWNER's Notice to Proceed, submit:
 - 1. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
 - 2. Manufacturer's recommended installation procedures which, when approved by the OWNER, shall become the basis for accepting or rejecting actual installation procedures used on the work.

PART 8.2 - PRODUCTS

8.2.1 PAVEMENT MARKING PAINT

- A. General: Provide white paint specifically formulated for use as pavement marking in automobile traffic areas. Paint shall be equal to highway marking paint specified by the Virginia Department of Transportation. Where required, blue paint shall be used for accessible marking.

8.2.2 OTHER MATERIALS

- A. General: Provide other materials, not specifically described but required for a complete and proper installation, as selected by the CONTRACTOR subject to the approval of the OWNER.

PART 8.3 - EXECUTION

8.3.1 SURFACE CONDITIONING

- A. General: Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.
- B. Curing: Verify that the asphalt concrete paving has cured such that the pavement marking paint may be properly applied.

8.3.2 APPLICATION

- A. General: Provide proper masking and spray application equipment recommended for this use by the manufacturer of the paint material provided. Apply the paint in strict accordance with the recommendations of the paint manufacturer.
- B. Markings: Pavement markings shall be spray applied, in neat, straight lines, 4 inches in width. Lines shall stop 6 inches short of curb and sidewalk edge. Two (2) coats of paint will be required.
- C. All pavement marking layouts shall be coordinated and approved by the Henry County representative prior to application.

8.3.3 PROTECTION AND CLEANUP

- A. General: Provide traffic cones, barricades, and other devices needed to protect the paint until it is sufficiently dry to withstand traffic.
- B. Inspection: When paint is sufficiently dry, visually inspect the entire application, and touchup as required to provide uniform opaque color and clean, straight lines and surfaces throughout. Where required, provide permanent opaque paint in color matching the asphalt concrete paving to block out overspray. Eliminate all traces of splashed, tracked or spilled paint from all adjacent surfaces.

**HENRY COUNTY ADMINISTRATION BUILDING
PARKING LOT PAVEMENT REPLACEMENT-PHASE I**

**BID FORM
BID NO. 15-09173-2967**

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools, and services for construction of this project in accordance with the plans, specifications, and other contract documents prepared by the Henry County Engineering Department and at the prices stated herein. The indicated prices shall cover all expenses, including sales taxes or fees which are applicable to construction of the project. Total contract amounts shall be stated in both words and figures. In the event that there is a discrepancy between the numeric and word values, words shall govern. In the event there is a discrepancy between indicated sums and actual sums, actual sums shall govern. The County of Henry reserves the right to negotiate with the lowest responsive bidder. BIDDERS MUST ACKNOWLEDGE ALL ADDENDAS ISSUED. ALL BIDDERS MUST SUBMIT 5% BID SECURITY WITH BID.

ITEM "A"

ASPHALT REPLACEMENT: All labor, equipment and materials required to perform work identified as Asphalt Replacement on plans. Remove and dispose of existing asphalt by milling, condition existing aggregate, and pave with 2" of compacted asphalt (SM-9.5)(Approximately 9000 SY / 1035 Tons)

LUMP SUM

_____ AND _____/100 DOLLARS(\$_____).

ITEM "B"

SUBGRADE REPAIR: All labor, equipment and materials required to perform work identified as Subgrade Repair on plans. Undercut areas a minimum of 24", remove and dispose of unsuitable material, and backfill with compacted 21B aggregate to within 2" of finish grade.
(Approximately 300 SY / 200 Cu. Yds.)

UNIT PRICE

<u>SUBGRADE REPAIR:</u>	<u>200 Cu. Yds.</u>	_____	_____
	Quantity/Unit	Unit Price	Total Price

ITEM “C”

CURB & GUTTER (C&G)
REPLACEMENT:

All labor, equipment and materials required to perform work as shown on plans. Remove and dispose of existing C&G, stabilize subgrade, and install new concrete C&G matching existing C&G profile. (Approximately 65 LF)

UNIT PRICE

CURB & GUTTER (C&G)
REPLACEMENT:

<u>65 LF</u>		
Quantity/Unit	Unit Price	Total Price

ITEM “D”

CURB RAMP WITH
DETECTABLE WARNING:

All labor, equipment and materials required to perform work as shown on plans. Saw cut, remove and dispose of existing C&G, and install accessible curb ramp with detectable warning surface (truncated domes). Refer to the Accessible and Usable Buildings and Facilities manual (ICC A117.1-2009)

LUMP SUM

_____ AND _____/100 DOLLARS(\$_____).

ITEM “E”

21B AGGREGATE :

All labor, equipment and materials required to perform work as shown on plans and listed in the project specifications. Additional aggregate may be needed in areas across the project site, the intent of Item “E” is to establish a unit price for 21B aggregate. (Approximately 400 Tons)

UNIT PRICE

21B AGGREGATE:

<u>400 Tons</u>		
Quantity/Unit	Unit Price	Total Price

ITEM “F”

PAVEMENT STRIPING :

All labor, equipment and materials required to perform work as shown on plans and listed in the project specifications. Layout and mark typical and handicap accessible parking spaces as shown on plans.

LUMP SUM

_____ AND _____/100 DOLLARS(\$_____).

Total Bid is the sum of all costs associated with removing/disposing of existing asphalt, stabilizing subgrade, replacing curb and gutter, installing curb ramp, installing 2” compacted asphalt (SM-9.5), striping parking lot, and other related items for Items “A” through “F” at the Henry County Administration Building Parking Lot Pavement Replacement Phase I according to plans and specifications.

Total Bid: (Sum of Items A, B, C, D, E, and F)

_____ AND _____/100 DOLLARS(\$_____).

I ACKNOWLEDGE RECEIPT OF ADDENDA:

NUMBER 1 _____

NUMBER 2 _____

NUMBER 3 _____

SUBMITTED BY:

CONTRACTOR

VA. REGISTRATION NUMBER

BY

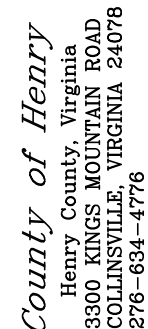
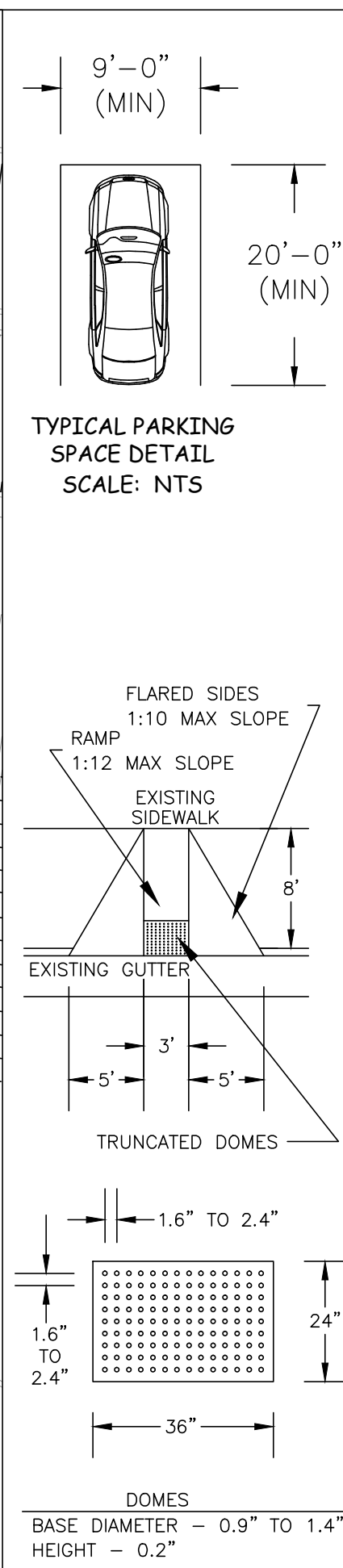
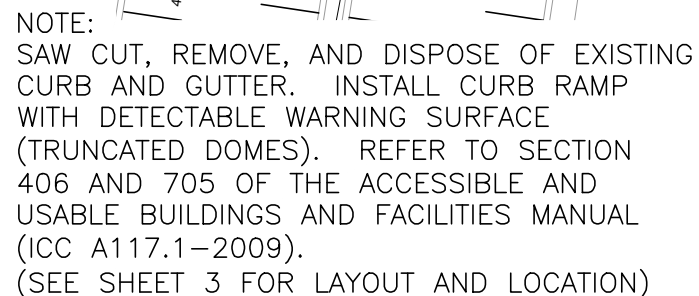
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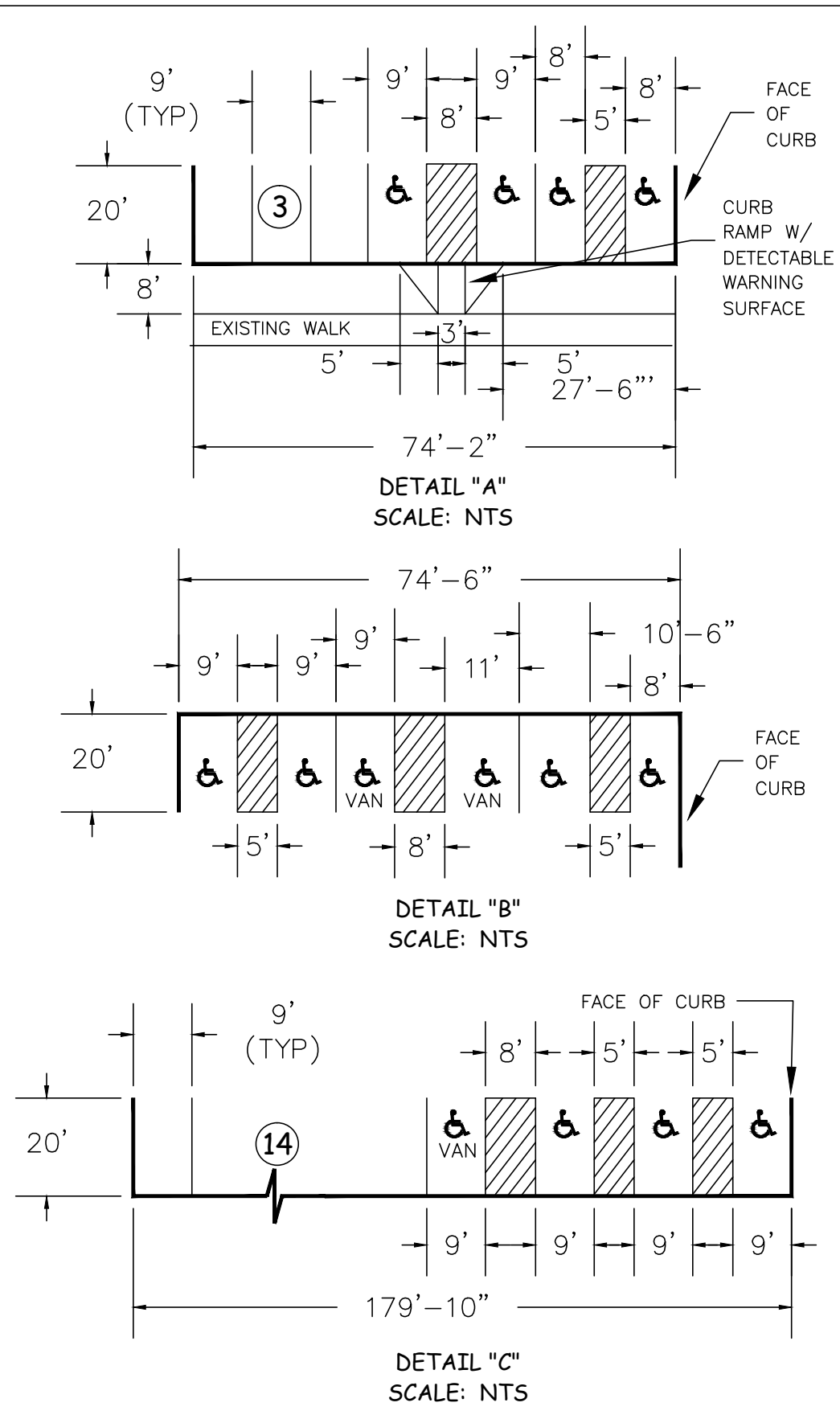
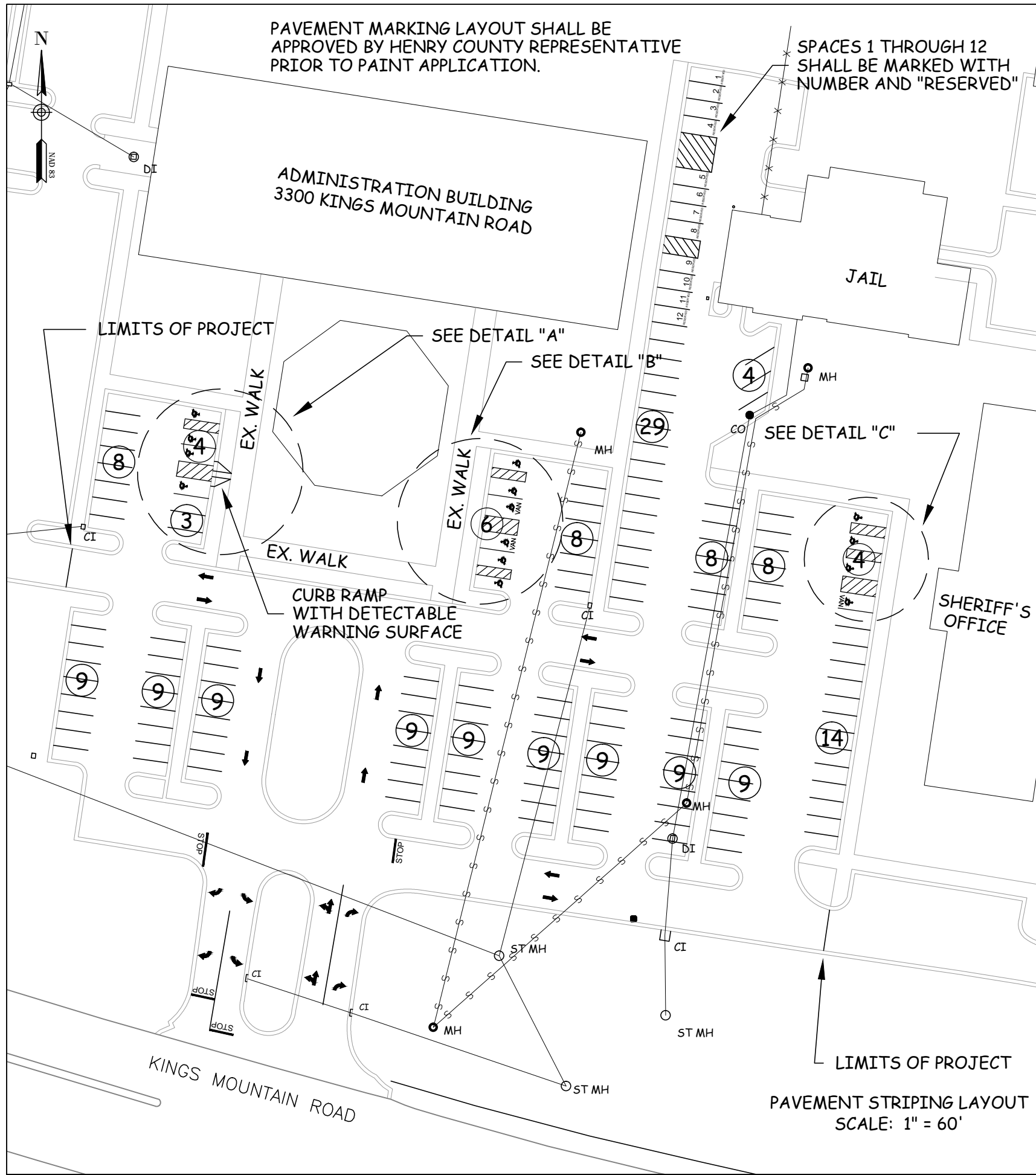
CITY

STATE ZIP CODE

DATE



HENRY COUNTY ADMINISTRATION BUILDING PARKING LOT PAVEMENT REPLACEMENT PHASE I										COLLINSVILLE MAGISTERIAL DISTRICT HENRY COUNTY, VIRGINIA									
PROJECT: ADMIN. PAVING PROJECT										REV. DESCRIPTION BY DATE									
DRAWN BY: JMG																			
DESIGNED BY: TWP																			
CHECKED BY: TWP																			
DATE: AUG 7, 2015																			
PLAN #: 1014-02-C																			
SCALE: 1" = 60' HORIZ																			
SHEET: 2 OF 3																			



NOTE:
ACCESSIBLE MARKINGS SHALL BE BLUE, AND OTHER PAVEMENT MARKINGS SHALL BE WHITE.

County of Henry
 Henry County, Virginia
 3300 KINGS MOUNTAIN ROAD
 COLLINSVILLE, VIRGINIA 24078
 276-634-4776

HENRY COUNTY ADMINISTRATION BUILDING PARKING LOT PAVEMENT REPLACEMENT PHASE I		COLLINSVILLE MAGISTERIAL DISTRICT HENRY COUNTY, VIRGINIA	
REV.	DESCRIPTION	BY	DATE

PROJECT: ADMIN. PAVING PROJECT
 DRAWN BY: JMG
 DESIGNED BY: TWP
 CHECKED BY: TWP
 DATE: AUG 7, 2015
 PLAN #: 1014-03-C
 SCALE: 1" = 60' HORZ.
 SHEET: 3 OF 3